

STATE OF MONTANA TERM CONTRACT

DEPARTMENT OF ADMINISTRATION
PURCHASING BUREAU
165 MITCHELL BUILDING
HELENA MT 59620-0135
PHONE: (406) 444-2575 FAX: (406) 444-2529
www.mt.gov/doa/ppd/index.htm

T.C. #409-W TOKEN RING CARDS

This is NON-EXCLUSIVE contract

CONTRACT PERIOD	FROM	August 15, 1997	CONTRACT YEAR	NEW ()
	TO	August 14, 1998		RENEW (XX) 3rd and final year
VENDOR ADDRESS	Computerland of Helena 830 Front Street Helena MT 59601		ORDER ADDRESS	Computerland of Helena 830 Front Street Helena MT 59601
ATTN:	Michael C. Price		ATTN:	Michael C. Price
PHONE:	(406) 443-3200		PHONE:	(406) 443-3200
FAX:	(406) 443-1212		FAX:	(406) 443-1212

PRICES ➤ Per attached
DELIVERY ➤ 30 Days or less (per section 3)
F.O.B. ➤ Destination; freight prepaid
TERMS ➤ Net 30 Days

REMARKS:

Agencies are not required to use this contract but must follow appropriate purchasing delegation guidelines if not.

GARY D. WILLEMS, Contracts Officer

AUTHORIZED SIGNATURE/DATE

STATE OF MONTANA - TERM CONTRACT
Standard Terms and Conditions

The following standard terms apply unless specifically stated otherwise within the term contract.

REFERENCE TO CONTRACT

The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract. Furnish all invoices in triplicate.

SHIPPING

Goods shall be shipped prepaid, F.O.B. Destination. In the event the terms specify F.O.B. Shipping Point, shipping charges will be prepaid and itemized as a separate line item on invoicing. Such shipments shall be via the least expensive way. The State reserves the right to refuse any C.O.D. delivery.

PAYMENT TERM

All payment terms will be computed from the date of delivery of goods OR receipt of a properly executed invoice, whichever is later. The State is allowed 30 days to pay such invoices.

TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

HAZARDOUS CHEMICAL INFORMATION

The contractor shall provide one set of the appropriate material safety data sheets and container label upon delivery of a hazardous chemical to the user agency. All safety data sheets and labels will be in accordance with the OSHA "Hazard Communication Rule", 29 CFR 1910 and 50-78-101 through 50-78-402 MCA.

VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

NON-DISCRIMINATION

The contractor must comply with the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.

All hiring for goods and services purchased by this contract must be on the basis of merit and qualifications; there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Please provide as much advance notice as possible for requests.

HOLD HARMLESS/INDEMNIFICATION

The contractor agrees to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under this agreement, all to the extent of the contractors negligence.

ACCESS AND RETENTION OF RECORDS

The contractor agrees to provide the Department, Legislative Auditor or their authorized agents, access to any records necessary to determine if the contract has been complied with. The contractor agrees to create and retain records supporting the services rendered (or goods delivered) for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or third party.

CONFORMANCE WITH INVITATION FOR BID/PROPOSAL

No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of the order as established by quotation from the contractor, shall be granted without prior written consent of the Purchasing Bureau. Goods delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the contractor's expense.

State agencies will place orders directly with the contractor during regular working hours. Orders may be placed by phone and will be confirmed with a written memo or purchase order. The agency will reference the term contract number on all purchase orders or correspondence pertaining to the contract.

Revised 05/98

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SECTION 1 - GENERAL INFORMATION

- 1.0 -
- 1.5 Deleted
- 1.6 The contract establishes the maximum price for the equipment. Price reductions will be accepted throughout the term of the contract. The successful contractor will be required to reduce the bid price of any item by at least the same percentage as any manufacturer's retail price reduction. The intent of this requirement is to insure that the State maintains a competitive price relative to the market price throughout the term of the contract. This flexibility will encourage agencies to take full advantage of the term contract provisions.
- 1.7 This contract is non-exclusive, meaning agencies are not obligated to buy from the contract holder. The State does not guarantee a minimum quantity of token-ring adapters that will be purchased under this contract. Usage estimates of the existing contract indicates that approximately 700 new cards are purchased by the State each year. Token ring adapters may be added or deleted during the term of this contract upon mutual consent of both parties.
- 1.8 The initial contract term will be for a period of one (1) year from date of award. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be extended in one (1) year intervals for a period not to exceed two (2) additional years. This extension is dependent upon legislative appropriations and in no case may this contract run longer than a three (3) year period.

SECTION 2 - EQUIPMENT REQUIREMENTS

- 2.0 The State's strategic LAN direction is based on IBM's implementation of 802.5 IEEE specification. It is the state's intent to continue with the installation of IBM's token ring adapters to maintain true IBM 802.5 compatibility. The State currently has installed numerous Proteon adapters as an alternative to IBM adapters. These adapters will continue to be used by the State as long as they continue to provide IBM 802.5 compatibility.
- 2.1 Personal Computers. The State will only accept IBM and Proteon equipment due to existing software and hardware compatibility and technical expertise within the State.
- 2.2 Laser Printers. The State standard for laser printer token ring cards is the Hewlett Packard Jet Direct series.
- 2.3 Xircom Adapters. The State has several older notebook computers that will require this adapter.

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- 2.4 All equipment supplied herein must be NEW (UNUSED). Preventive and remedial maintenance will be the responsibility of the State.

SECTION 3 - DELIVERY AND TRANSPORTATION

- 3.0 The contractor is responsible to insure that the equipment is delivered to the ordering agency on or before the date indicated in 3.1. All transportation costs are the responsibility of the vendor. Goods shall be shipped F.O.B. Destination, Freight Prepaid.
- 3.1 The required delivery date for the equipment shall be stated on the agency purchase order. If no date is specified, a delivery date of no more than thirty (30) days from date of receipt of order, is expressly implied. The contractor must acknowledge the delivery date in writing. If no acknowledgement is received, the order will be deemed to have been received no later than seven (7) days after order date. The delivery date will be deemed to be acceptable to the contractor if no written explanation of a required alternative schedule is received in writing within fourteen (14) days of the order date. If no written request for an alternative delivery schedule is received within the time frame outlined above, the Agency's requested delivery date shall be binding.
- 3.2 If a written request for an alternative delivery date is received, the ordering agency and the contractor will negotiate an acceptable delivery date. If the ordering agency and the contractor cannot agree upon a delivery date, the ordering agency may cancel the purchase order.
- 3.3 During the term of the contract, the State desires that the scheduled delivery date shall on average be no later than thirty (30) calendar days from the date the purchase order is received by the contractor. The contractor shall make best efforts to accommodate this desire. If the contractor consistently fails (three (3) or more documented cases) to provide items within thirty (30) calendar days from the date of the order the State may opt to remove the item from the term contract without penalty or liability. The State also has the option of cancelling the contract.

SECTION 4 - GENERAL CONTRACTUAL REQUIREMENTS

- 4.0 The terms and conditions of this Contract supersede those of all previous agreements between the parties.
- 4.1 The terms and conditions herein will constitute the sole and entire agreement among parties, and any disputes shall be governed by the laws of the State of Montana. In the event of litigation concerning this agreement, venue shall be in the First Judicial District of the State of Montana in and for the County of Lewis and Clark.

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- 4.2 Any written commitment by the Contractor within the scope of this Contract shall be binding upon the Contractor. Failure of Contractor to fulfill such a commitment shall render the Contractor liable for liquidated or other damages due the State under the terms of this Agreement.
- 4.3 No interest in this contract may be assigned without the written consent of the State, except that such consent shall not be withheld for the assignment, for financing purposes only, of all proceeds due and owing the Contractor upon the satisfactory completion and acceptance by the State of all the Contractor's duties and obligations herein.
- 4.4 The State of Montana is a tax exempt governmental entity, no form of sales, personal property, use or any other local state or federal tax shall be due and payable by the State.
- 4.5 Deleted
- 4.6 Payment will be due and payable within 30 days after receipt by the ordering agency.

SECTION 5 - BID

IBM Token Ring Adapters

1. 205-85
IBM #92G7-632 IBM AUTO 16/4 Token-Ring ISA Adapter

\$229.00/each with documentation
\$218.00/each without documentation
[1]
2. 205-85
IBM #92G7-665 IBM AUTO 16/4 Token-Ring ISA Adapter (5 Pack)
192.60/each
963.00/5 pack
[2]
3. 205-85
IBM #92G7-658 IBM AUTO 16/4 Token-Ring ISA Adapter (30 Pack)
192.54/each
5,776.00/30 pack
[3]

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4. 205-85
IBM #92G7-682 IBM 16/4 Token-Ring Adapter for Microchannel
338.00/each
IBM 92G7-704 1,424.00/5 pack
IBM 92G7-712 8,539.00/30 pack
[4]
5. 205-85
IBM #60G1-592 IBM AUTO LANStreamer MC 32 Adapter

447.00/each
IBM #G6181 1,874.00/5 pack
IBM #G4216 11,241.00/30 pack
[5]
6. 205-85
IBM #04H6-922 IBM PCMCIA 16/4 Token-Ring Adapter

IBM #G9349 1,206.00/5 pack
IBM #G7359 7,235.00/30 pack
288.00/each with documentation
274.00/each without documentation
[6]
7. 205-85
IBM #04H8-095 IBM Auto LANStreamer PCI Adapter

477.00/each with documentation
425.00/each without documentation
[7]
8. 205-85
IBM #04H8-101 IBM Auto LANStreamer PCI Adapter (5 Pack)
374.80/each
1,874.00/5 pack
[8]
9. 205-85
IBM #04H8-102 IBM Auto LANStreamer PCI Adapter (30 Pack)
374.70/each
11,241.00/30 pack
[9]

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Proteon Token Ring Adapters.

10. 205-85
#P1392-1 Proteon 16/4 Token-Ring ISA Adapter

242.55/each
[10]
11. 205-85
#P1392-10 Proteon 16/4 Token-Ring ISA Adapter (10 Pack)
237.51/each
2,375.03/10 pack
[11]
12. 205-85
#P1990-1 Proteon 16/4 Token-Ring Eisa Adapter

378.99/each
[12]
13. 205-85
#P1990-10 Proteon 16/4 Token-Ring Eisa Adapter (10 Pack)
371.42/each
3,714.13/10 pack
[13]

Hewlett Packard JetDirect Token Ring Adapters.

14. 205-85
#J2555A HP JetDirect 16/4 Token-Ring for HP IIIsi and
HP IVsi Netware 4.x compliant 1000 user version

455.00/each
[14]
15. 205-85
#C2071E HP JetDirect 16/4 Token-Ring for HP II, HP IIId
HP III and HP III3d Netware 4.x compliant 1000 user version

455.00/each
[15]
16. 205-85
#J2383B HP JetDirect External 16/4 Token-Ring Adapter
Netware 4.x compliant 1000 user version

442.00/each
[16]

TC #409-W
08/07/95

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XIRCOM Pocket Token Ring Adapters.

17. 205-85
#PT3-16CTP(AM) Xircom Pocket 16/4 Token-Ring Adapter III

397.00/each
[17]